1952. **File No.** C1S 1452

P 10E

RHABC. **DEPARTMENT**

9 **BRANCH** B Class

Subject:— Nanaimo

Iron and steel

Supply of -

Original file C1S 1452 III

C class Common.

B Class

Nanaimo

File No. C1S 1452

Ltd. Stock. Slip. 84 A

(Pol./(2).

The U.S.A. considers that the demand of Burmah Oil for Iron and Steel falls under the category "Private Industrial Development" and as such is chargeable to Central quota of Iron and Steel. In this connection it may be pointed out that there is an aspect in this case which has not been fully appreciated. The Burmah Oil is not under taking this construction work on its own initiative, but at the instance of Government, which has directed the Burmah Oil and other Oil Companies to tighten up the security arrangements of their oil Installations. Thus the building material is required not solely in the interests of Burmah Oil but also in the interests of Government, which is desirous of ensuring that the Oil Installations are properly protected. In other words, the building material can be said to be required for the purpose of maintaining essential services (petrol, &c.) and also for security reasons. Viewed in this background, it would hardly be correct to say that the Iron and Steel falls under the category "Private Industrial Development". Apart from this, the action initiated by the U.S.A. will involve considerable delay and the local military authorities are anxious that the security Oil arrangements should be completed as early as possible. The U.S.A. may be requested kindly to reconsider the matter and to direct the release of the material required from State quotas, if possible.

Supply may be made to Washington.
Conditionally and
Q. of I. approached on the
proposal.
Sd/- [illegible].
10-3-52.

Sd/- [illegible]

Sd/- 9-3-52.

P.W.D.

C.Dr.

Please see Secy.'s marginal instructions at page 6 ante.

A draft letter to the M.O. (Iron and Steel) and the Jt. C.O.(Cement) is put up for approval. After issue, the papers may be returned c.o.to the M.D, after taking copies of relevant cases for further action regarding recoupment of the quota from the C. of I..

Id/

Id/ D.S.D.

11-9-53

Id/ E.M.D.
11-9-53.

c.o.r. to M.D. dt. 16-9-53.

No.PB ssc 42/14604.

O.Dr.

Public Works Department.

Submitted.

Messrs. Bharat Vanaspati Products Ltd., Godhra had requested for the supply of 6000 rft. of 6" dia. pipes on loan basis upto the end of June 1953 on reasonable rental. The Ex.Engr, Sangapur Storage Div. was requested to state what he has got 6000 rft. of 6" dia. pipes available to loan them to M/S Bharat Vanaspati Products Ltd. till end of June 1953 and also to suggest the terms and conditions subject they may be issued to the Co. The Ex. Engr., Sangapur Storage Dn. has now stated that he has got 3500 rft. used 6" dia. M.S.screwed pipes available. The terms and conditions suggested by him to loan the pipes will be found at pages 8 to 9 of C/. The terms andconditions suggested by the Ex.Engr. appear to be generally in order. M/s. Bharat Vanaspati products Ltd. have already requested to hand over these pipes to them in view of which to the Ex.Engr, Sangapur Storage Div. should be asked to hand over these 3500 rft. pipes to M/s Bharat Vanaspati products Ltd. on the conditions suggested by the Ex.Engr., Sangapur Storage Div. See orders
(Through D.S.(I).)

M/-

16-3-53.

(Illegible)
M/- C.E. (Genl)
16-3-53.
Under Secy.

Secy., P.W.D. may see in view of urgency

M/- D. (Illegible)
16-3-53.
Under Secy.

Ed.

16-3-53.

...Id/ U.N.Naik M(Ambalkar).
10-2-53.
M.P.W.O.
To see margin.
Id/J.M.K(Shah).
20-2-1953.
M.(P.D.)

Sorry. P.W.O.'s will pl. see
the points to be clarified in
the conditions suggested.
Id/- J.M.Modha).
22-2-53.

Pl. attend to M(PD)'s remarks on p. 85
c/s draft should be shown to me.

Id/.N.N.D(Navid).
25-2-53.

(e) In case of dispute on any condition the S.E. D.T.O's. decision shall be binding on M/s The Bharat Vanaspati products, Ltd., Vachora.

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Legal Department

The terms and condition are in order.

The Agreement appears to be one for hire and not for loan. It is presumed that the company has to return the pipes hired out in specie. It is desirable that the Company should enter into an agreement with the Government for this purpose.

Sd/
Solicitor to Government.

D.O.No. to P.W.D. No. 5366/E, dated the 18th March 1952.

Rc.misc 4252/1951.

TERMS AND CONDITION FOR LOAN OF M.S.PIPES 6" DIA.

(a) The rate of hire for the pipes M.S. of 6" dia. (total length 2000 Ft.) will be Rs. (100/-) One hundred thirty nine only per month.

(b) SECURITY DEPOSIT.:- Cash deposit of Rs. 1250/- should be paid by the hirers to the Executive Engineer Gangapur Storage Division before taking over the pipes or such security offered as may be acceptable to Government. In this connection special Government orders will be necessary if cash security is not to be recovered. However it is suggested that if Government does not desire to press the Company for cash deposit to the entire value of the pipes atleast 1/4th the value of the pipes plus the probable rental charges should be recovered in cash and the rest may be accepted in the form of any other approved security.

Sd/

.....( ) DELIVERY OF T E PIPES : Delivery of the pipes will have to be given at the end pipes to be returned to the Control Stores Sangamner at Company's expenses.

The Company shall select the pipes at Sangamner Stores. After that no complaints regarding any defects etc. in the pipes will be entertained. The pipes are old and used.

(d) PERIOD OF HIRE : The period of hire shall be continuous(including Sundays and Holiday) and shall commence from the date on which the pipes have been taken over by the hirer from the executive Engineer, Sangamner Storage Division or from his duly authorised agent and shall terminate when they are returned in good and satisfactory order and condition and receipt thereof acknowledged by the Executive Engineer, Sangamner Storage Division or by his duly authorised agent.

(e) In the event of any loss or damage during the period of hire the cost of pipes lost or damaged will be,recovered form the security deposit by lodged with the Executive Engineer, Sangamner Storage Division at such price as the Executive Engineer, Sangamner Storage Division may decide. In case of dispute the superintending Engineer, Deccan Irrigation Circle's decision should be binding to the hirers.

Drafted.

Sd/
Executive Engineer,
Sangamner Storage Division.

Public Works Department.

[illegible]

3. In view of "[illegible]'s remarks the terms and conditions are scrutinised as follws ;

The rate of hire of the pipes M.S. of 6" Dia. for 200 Ft. has been suggested as Rs. 150/ per month. It is not known how the rate has been arrived at. However the rate suggested may be approved.

As regards security deposit the Ex.Engr. has suggested cash deposit of Rs. 15000/. However if this is not obtainable he has suggested that at least 1/4th value of the pipes as cash plus the probable rental charges in cash and the rest may be accepted in the form of any other approved securities. In this connection attention is invited to [illegible] remarks on page 28 of c/s to the security deposit will have to be taken bearing in mind the loss or damage or non-return of pipes. The security deposit may be asked in cash i.e. Rs.12000/.; and in the event of loss or damage during the period of hire cost will be recoverable from security deposit.

The conditions regarding delivery of pipes and period of hire as suggested by the Ex.Engr. may stay.

In view of 'A' above clause 14 may simply be that in case of dispute the [illegible]'s decision will be binding to the hirers.

In short the terms and conditions may be as suggested in the case mentioned at page 25 ante.

5. For orders whether the [illegible] should be request ed to scrutinise the terms and conditions.

Bhargava.
10/ G.S.S(admn)
6-3-53.
Under Secy.

10/ H&H.D.(revid).
6-3-53.
Secy. P.W.D.

U.O.N. to the D.I.A. dated 7-2-1953.

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Terms and conditions for hire of M.S. pipes of 6" dia

(a) The rate for hire of M.S.Pipes of 6" dia. is Rs. 139/- per month.

P.O.No. O 42na/10274.

(b) Security Deposit :- Cash deposit of Rs. 12500/- shall be paid by M/S. The Bharat Vana spati Products Ltd. Poshora to the Ex.Engr. Gangapur Storage Division before taking over the pipes. In the event of loss or damage to the pipes during the period of hire the cost of pipes lost or damaged shall be recovered from the security deposit.

(c) Delivery of pipes :- The delivery of pipes shall be given at and the pipes will be returned to the Central Stores Gangwali at the company's expense.

(d) Period of hire :- The period of hire shall be continuous (including Sundays and holidays) and shall commence from the date on which the pipes have been taken over by M/s. The Bharat Vanaspati products, Ltd. Poshora, from the Ex. Engr. Gangapur Storage Divn. or from his duly authorised agent and shall terminate when they are returned in good and satisfactory order and condition and receipt thereof acknowledged by the Ex.Engr. Gangpur Storage Divn. or by his duly authorised agent.

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